

**AMENDMENT NO.1
TO
MASTER SOFTWARE AND SERVICES AGREEMENT**

This Amendment No.1 ("Amendment") to that certain Master Software and Services Agreement effective as of July 1, 2014 ("Original Agreement"), is entered into effective as of December 5th, 2017 ("Amendment Effective Date") by and between Paciolan, LLC (formerly Paciolan, Inc.) ("Paciolan") and the Board of Supervisors of Louisiana State University and A&M College on behalf of the LSU Athletic Department ("Customer").

Background

Paciolan and Customer desire to extend the term of the Original Agreement and provide Customer with additional Software, Professional Services and subscription services.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Original Agreement as follows.

Original Agreement Amendments

1. **Term**. Section 2(A) of the Original Agreement shall be amended and restated in its entirety as follows:

"The term of this Agreement shall begin on the Effective Date until June 30, 2024 ("Initial Term") and may be renewed for subsequent periods (each a "Renewal Term") upon mutual written agreement of the parties. The Initial Term, together with any Renewal Terms, is referred to herein as the "Term"."

2. **Marketing Automation Addendum**. Exhibit B (PACMAIL) to the Original Agreement shall be amended and restated as set forth on Exhibit B attached hereto.

3. **Investment Addendum**. The Investment Addendum (Exhibit D) to the Original Agreement shall be amended and restated in its entirety as set forth on Exhibit D attached hereto.

4. **CRM Statement of Work**. Paciolan shall provide Customer with the Professional Services set forth in the CRM Statement of Work hereby incorporated in the Original Agreement as Exhibit E and attached hereto.

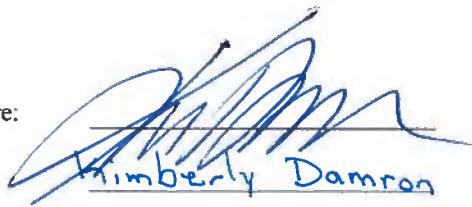
5. **Marketing Services**. Paciolan shall provide Customer with up to \$15,000 of marketing services per collegiate year at no additional charge pursuant to a separate marketing services agreement, provided that Customer purchases \$35,000 of marketing services per collegiate year from Paciolan and provided further that Customer undertakes such \$35,000 purchase and utilizes the additional no charge \$15,000 of marketing services by June 30 of each collegiate year, at which time Paciolan shall no longer be obligated to provide such no charge marketing services (i.e. use it or lose it) for such collegiate year.

All exhibits attached hereto are incorporated herein by reference. Except as amended by this Amendment, all other terms and conditions set forth in the Original Agreement shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Original Agreement, then the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the Amendment Effective Date of this Amendment duly authorized by all necessary and appropriate corporate action to execute this Amendment.

PACIOLAN, LLC

Signature:



Name:

Kimberly Damron

Title:

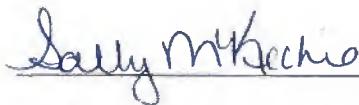
President + COO

Date:

12/05/17

BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
A&M COLLEGE

Signature:



Name:

Sally McKechnie

Title:

Assistant Vice President for
Procurement & Property
Management

Date:

12-05-17

EXHIBIT B: MARKETING AUTOMATION SUBSCRIPTION ADDENDUM

This Marketing Automation Subscription Addendum (“Addendum”) is a binding and enforceable legal agreement between Customer and Paciolan. “Application Services” means the provision of electronic access to one-to-one direct marketing software over a computer network and related technical support services. Customer represents and warrants that Customer is authorized to enter into this Addendum.

1. DEFINITIONS

“Rules, Regulations and Principles” means rules, regulations and principles promulgated by government entities, industry self regulatory organizations or industry overseers generally recognized in a jurisdiction in which Licensed Services are rendered with respect to the privacy, the distribution of email messages, and data protection, including, without limitation, the European Union Data Protection Directive (Directive 95/46/EC), the United Kingdom Data Protection Act of 1998, the United States Children’s Online Privacy Protection Act of 1998, the safe harbor guidelines promulgated by the United States Department of Commerce (“DOC”), the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (“CAN-SPAM Act”) any future regulation or guidelines that may be adopted by the DOC, any future regulations or guidelines that may be adopted by the DOC, the Federal Trade Commission or other agency of the government of the United States with respect to privacy or data protection, and Network Advertising Initiative’s Self – Regulatory Principles for Online Preference Marketing by Network Advertisers, each as amended and supplemented from time to time; Canada’s Fighting Internet and Wireless Spam Act; the Personal Information Protection and Electronic Documents Act; and Unlawful Internet Gambling Enforcement Act of 2006.”

“Confidential Information” shall have the meaning set forth in Section 5.

“Customer Data” means all electronic data or information submitted by Customer to the Application Services.

“Non-Public Personal Information” shall mean personally identifiable information, including, without limitation, social security numbers, financial account numbers (i.e. credit card, checking account, savings account, etc.), medical, employment, or insurance numbers, and passport numbers.

2. USE. Customer may use the Application Services only in and for Customer’s own internal purposes and business operations contemplated herein. Customer may not use the Application Services as a service for any third party. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of the email marketing software accessed by Customer hereunder, in whole or in part, is granted except as expressly provided by this Addendum. Neither Customer nor any of Customer affiliates shall reverse engineer, decompile or disassemble the Application Services. Nothing in this Addendum will entitle Customer or any of Customer affiliates to access or use the source code of the Application Services. Customer shall not: (i) send via or store within the Application Services infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including that is harmful to children or violates third party privacy rights; (ii) send via the Application Services any unsolicited commercial or non-commercial communication; (iii) send via, upload to, or store within the Application Services any viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Application Services or the data contained therein; or (f) attempt to gain unauthorized access to the Application Services or its related systems or networks. Customer shall not (a) modify, copy or create derivative works based on the Application Services; (b) frame or mirror an content forming party of the Application Services, other than on Customer’s own intranets or otherwise for its own internal business purposes; (c) reverse engineer the Application Services; or (d) access the Application Services in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Application Services.

3. EMAIL FOOTER. Customer acknowledges and agrees that a default footer shall be added to each email sent via the Application Services, which footer shall include (i) the identification of the sender; (ii) instructions on how the recipient can opt-out of the future commercial mailings; (iii) the sender’s valid physical mailing address; and (iv) a link to Customer’s privacy policy.

4. CUSTOMER RESPONSIBILITIES. Customer is responsible for all activity that occurs within Customer account(s). Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) prevent unauthorized access to, or use of, the Application Services, and notify Paciolan promptly of any such unauthorized access or use; and (c) comply with all applicable local, state, federal and foreign laws in using the Application Services, including without limitation the Rules, Regulations and Principles. Customer shall not upload to, or store within, the Application Services (and Customer Data shall not contain) any Non-Public Personal Information. Customer understands and acknowledge that: (i) Paciolan, in its reasonable discretion, may refuse to distribute any message content that Paciolan reasonably believes is defamatory, infringing, or otherwise unlawful; and (ii) Paciolan, in its reasonable discretion, may refuse to distribute any email to any recipient that Paciolan reasonably believes has not granted permission (or otherwise “opted-in”) to Customer to send such message(s) or that Paciolan reasonably believes is unlawful. Paciolan and Paciolan’s applicable service provider has no obligation to supply or “scrub” any message recipient list; and Customer is solely responsible for the creation, initiation and sending of messages via the Application Services, including, but not limited to, the content, recipient, and timing of such messages.

5. CONFIDENTIALITY. Customer acknowledges that the Application Services and any other information provided to Customer by Paciolan incorporate confidential and proprietary information developed by, acquired by, or licensed to Paciolan (“Confidential Information”). Customer will take (and will cause Customer affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Customer nor any of Customer affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, any part of the Confidential Information to any individual or entity, except to those of Customer employees or consultants who require access for Customer authorized use of the Confidential Information and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information under this Addendum. Customer acknowledges that any unauthorized use or disclosure by Customer or any of Customer affiliates of the Confidential Information may cause irreparable damage to Paciolan. If Paciolan becomes aware of Customer breach or threatened breach of this Section 5, Paciolan may suspend any and all rights granted to Customer under this Addendum and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to Paciolan.

6. INDEMNIFICATION. Customer shall defend, indemnify, and hold Paciolan and its licensors harmless against any loss, damage, or cost (including reasonable attorneys’ fees) incurred in connection with a claim, demand, suit, or proceeding alleging that (a) Customer Data infringes the intellectual property rights of a third party, (b) Paciolan’s or its licensors’ use of any Customer Data, as permitted by this Addendum, has otherwise harmed a third party, (c) Customer use of the Application Services other than in compliance with the terms of this Addendum, or (c) Customer violation or alleged violation of applicable laws including without limitation, personal privacy laws and laws related to the distribution of email and other one-to-one digital communications, including without limitation, Rules, Regulations and Principles.

7. REPRESENTATIONS AND WARRANTIES. Customer represents and warrants that: (a) every recipient to whom a message is sent via the Application Services shall have given Customer consent (“opted-in”) to send such message; (b) the Customer Data shall not infringe on any copyright, patent, trade secret or other proprietary right held by any third party; (c) Customer shall not use the Application Services in a manner that violates any international, federal, state, or local law or regulation relating to individual privacy or the distribution of email and other digital one-to-one communications, including but not limited to the Rules, Regulations and Principles.

8. OUTAGE POLICY. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT PACIOLAN DOES NOT WARRANT THAT THE APPLICATION SERVICES WILL BE UNINTERRUPTED OR ERROR FREE AND THAT PACIOLAN MAY OCCASIONALLY EXPERIENCE HARD OUTAGES DUE TO INTERNET DISRUPTIONS THAT ARE NOT WITHIN PACIOLAN’S CONTROL. ANY SUCH HARD OUTAGE SHALL NOT BE CONSIDERED A BREACH OF THIS ADDENDUM.

9. **OWNERSHIP.** All trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Application Services, are and will remain the sole and exclusive property of Paciolan or its applicable service provider(s), whether or not specifically recognized or perfected under applicable law. Paciolan or its applicable service provider(s) shall own all rights, title and interest, including all intellectual property rights, in and to the Application Services, any improvements to the Application Services or any new programs, upgrades, modifications or enhancements thereto, even when such refinements and improvements result from Customer request. No rights are granted to Customer hereunder other than as expressly set forth herein. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in Paciolan or its applicable service provider(s) by virtue of this Addendum or otherwise, Customer hereby transfers and assigns (and, if applicable, shall cause Customer affiliates to transfer and assign) to Paciolan or its applicable service provider(s) all rights, title, and interest which Customer or any of Customer affiliates may have in to such refinements and improvements. As between Paciolan's applicable service provider and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data.

10. **DISCLAIMER OF WARRANTIES.** EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE APPLICATION SERVICES ARE PROVIDED HEREUNDER "AS IS" WITHOUT WARRANTY OF ANY KIND. EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, PACIOLAN AND ITS APPLICABLE SERVICE PROVIDER(S) EACH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE APPLICATION SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE APPLICATION SERVICES, WHETHER MADE BY EMPLOYEES OF PACIOLAN OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS ADDENDUM, SHALL BE DEEMED TO BE A WARRANTY BY PACIOLAN FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF PACIOLAN WHATSOEVER.

11. **CUSTOMER MARKS.** Paciolan and its applicable service provider(s) may use Customer trademarks and trade names ("Marks") solely in connection with the authorized provision of the Application Services. Any other use of Customer Marks shall be with Customer prior written consent and subject to all written guidelines regarding the use of Customer Marks.

12. **THIRD PARTY BENEFICIARY.** Paciolan's applicable service provider shall be deemed a third party beneficiary under this Addendum and Customer shall be liable to Paciolan's applicable service provider for any damages arising due to Customer's breach hereof to the same extent as if Paciolan's applicable service provider had been a signatory hereof.

13. **ANTI-SPAM CERTIFICATIONS.** Customer certifies that Customer is the owner of all email distribution lists distributed using the Application Services, and that Customer is solely responsible for the composition and membership of each list. Customer certifies that all subscribers to be used in connection with the Application Services have provided permission to Customer to send them email.

14. **TERMINATION.** Paciolan may immediately terminate this Addendum upon notice to Customer if Paciolan's applicable service provider or Customer receives notice from any governmental entity that Paciolan's applicable service provider (in connection with its provision of Application Services) or Customer alleged to be in violation of UIGE Act. Upon any termination for cause by Paciolan, Customer shall remain obligated to pay all fees owed for the current subscription year. Following the termination or expiration of this Addendum, Customer shall have 30

days to access its account and download/export Customer Data. Upon expiration of such 30-day period, Paciolan's applicable service provider may convert Customer's account to an inactive status. Paciolan's applicable service provider may delete all Customer Data upon Customer's account converting to inactive status.

15. **GOVERNMENT CONTRACTS.** Paciolan's or its applicable service provider's performance of its obligation under this Addendum is not related to Customer's performance of any government contract it has, not does it involve performing, undertaking or assuming any obligation that Customer may have under any government contract. Customer will notify Paciolan in writing any time such a situation arises or appears it may arise so that Paciolan's applicable service provider can determine if it wishes to alter its contractual relationship under those changed circumstances.

16. **TRANSITION.** At no additional charge, Paciolan may transition Customer to services provided by a different third party that are similar to the Application Services under similar terms and conditions, subject to such third party's required pass through terms and conditions.

EXHIBIT D: INVESTMENT ADDENDUM

- Marketing Automation Application Services (pursuant to the Marketing Automation Subscription Addendum attached hereto as Exhibit B) Fees - \$55,000 annually.
- Marketing Automation Implementation Professional Services*
- Technology subscription – up to 600,000 unique email addresses; Incremental increases above 600,000 unique email addresses will be billed at \$350/month per additional 100,000 unique records
- Number of Login Users – Up to 2 full users. Additional full users will be billed at \$1,200 per year.
- A dedicated Digital Marketing Specialist to Customer's account
- System provisioning and implementation, including:
 - Development of 4 responsive design email templates
 - Newsletter & Subscription Sign-Up Form, Auto Opt-In For New Purchasers, & Birthday Email Campaign
 - Training of the following functionality:
 - Data consolidation / centralization
 - Advanced list segmentation
 - Personalized email with dynamic content
 - Forms & surveys
 - Program automation
 - Reporting
- Automated nightly ticketing feed from Paciolan into the marketing automation database
- 1 in-person training session with 1 Paciolan representative (held on 2 consecutive days, for 4 hours each day), Paciolan shall be reimbursed for Travel expenses (airfare, meals, lodging, etc.), incurred in connection with the in-person visit.
- Weekly status calls through the initial implementation period, typically at the conclusion of the first training session and deployment of Customer's first email campaign through the marketing platform (estimated 6-8 weeks)
- 1 Personalized URL (PURL) - Selected from Paciolan Ticketing pURL Solution Center
- Choice of 10 Business Initiatives annually, and training of those functionalities including, but not limited to:
 - Annual Survey Email and Form - up to 1 form, campaign and workflow set up
 - Lead Generation/ Data Capture Web Application Campaign - up to 1 form, campaign and workflow set up
 - Shopping Cart Abandonment – Up to 1 campaign and workflow set up
 - Behavior Based Retargeting - up to 2 Campaigns and workflow set up (including 4 emails each)
 - Access Scan in Welcome Email and Internal Notification – up to 1 workflow creation and set up
 - Post Event Communication Using Access Scan Data – up to 2 campaigns and workflow set up
 - Webpage Tracking Scripts – up to 20 pages tagged
 - A/B Split Testing – up to 2 campaigns and workflow set up
 - Donor & Development Acquisition Campaign – up to 1 campaign and work flow set up

- Acquire Opt-In From Past Purchasers - up to 1 campaign and work flow set up
- Automated Customer Reengagement Campaign - up to 1 campaign workflow (including 3 emails each)
- Opt-Out Notifications – up to 1 workflow set up
- Referral Campaign – up to 1 campaign workflow (including 3 emails each)

Ongoing business initiatives that span multiple years during the term of the Agreement, and that exceed revision or development time of thirty (30) minutes or greater by a Digital Marketing Specialist may be counted as a full business initiative for that annual period.

Additional business initiatives and services, above and beyond those outlined in this Exhibit D are available at \$200/Hour and will be scoped and agreed to under a separate Statement of Work.

Paciolan will maintain an organization and process to provide technical support to Customer for the Application Services. Support shall include (i) diagnosis of problems or performance deficiencies of the Application Services and (ii) prompt advice and guidance on the use of the Application Services. Paciolan will provide E-mail and telephone-based help desk support on the use of the Application Services in accordance with the Original Agreement.

*Travel expenses (airfare, meals, lodging, etc.), are not included and will be billed separately as incurred. Paciolan will solicit Customer's prior written approval (which shall include email) prior to incurring any such expenses.

SOFTWARE AND PROFESSIONAL SERVICES

Qty Description

SOFTWARE
Paciolan Software
1 t.Res Software License
1 Paciolan client Software for use with Seat Map
1 System Access Management Software for use with Access Management
1 t.Credit Software License
1 e.Venue Software License
30 Paciolan Concurrent User License
Third-Party Software
1 PACAnalytics Software License
SOFTWARE SUBSCRIPTION SERVICES
1 Annual Hosting Services Subscription \$93,000
1 Annual Access Management Subscription \$20,000
1 Credit Authorization Service
1 Annual P2PE Service \$3,964
1 Annual P2PE Maintenance & Encryption \$17,640
1 Annual Marketing Automation Subscription \$55,000
1 Annual PACAnalytics License Subscription
1 Annual SFDC CRM Administration Service
1 cQuery License Subscription
Service Program
30 Users, Premium Service Program (t.Res,t.Credit)
PROFESSIONAL SERVICES*
PACAnalytics SERVICES
1 PACAnalytics Implementation and Training Services
– Initial Data Conversion (up to 2 Years of Data)
-- DataWarehouse to maintain up to 5 Years of rolling history. **
Note:
Customer hereby authorizes, and provides a license to, Paciolan to use Customer's data processed and/or produced by the PACAnalytics Software product for purposes of developing best practices for the benefit of Customer and Paciolan's other customers, provided that such data may only be used by Paciolan for such purpose in aggregated and anonymous form (i.e. with personally identifiable information removed). The authority and license granted herein shall survive any termination of the Original Agreement. Data in the PACAnalytics Software reflects live data in the hosted t.Res Paciolan Software (i.e. deletions in t.Res data will result in deletions in PACAnalytics Software data). **Additional data storage for extra Paciolan data or custom external data feeds that exceed the standard storage size can be purchased at an additional cost.
* All service days are estimates and are based on 8 hours per day for each Paciolan staff person assigned (refer to Paciolan Services Policies).
Travel expenses (airfare, meals, lodging, etc.), Customs, Import Taxes, and/or Brokerage fees will be billed separately to customer as incurred. Paciolan will solicit Customer's prior written approval (which shall include email) prior to incurring any such expenses.

TRANSACTION FEES			
Description	Am Eff Date - 6 30 19	7 1 19 - 6 30 24	
Single Ticket or Value/Misc. Item (1)			
Per Price of Ticket or Value Misc Item Sold via e Venue, GTW	7 0%	7 0%	
Minimum Fee Per Ticket or Value Misc Item	\$0 50	\$0 50	
Maximum Fee Per Ticket or Value Misc Item	\$4 50	\$4 50	
Item Packages (2)			
Maximum Fee Per an Item Package	\$30 00	\$30 00	
New Combo / Multiple Event Items / Season Tickets (3)			
Per Combo / Multiple Event Item Sold via e Venue	\$6 00	\$6 00	
Student Season Tickets			
Per Combo / Multiple Event Item Sold via e Venue	\$7 50	\$7 50	
If online Student Season Tickets is mandatory for all students	\$4 50	\$4 50	
Renewals / Application Packages (4)			
Per Season Renewal Order or Application processed via e Venue (Note - includes 1st payment processed)	\$6 75	\$6 75	
Payment Plan Options			
Per additional payments processed via e Venue	\$3 50	\$3 50	
Online Donation Processing			
Per Transaction Value processed via e Venue	5 0%	5 0%	
Minimum Fee Per Transaction	\$1 00	\$1 00	
Maximum Fee Per Transaction	\$5 00	\$5 00	
Electronic Transfer			
Per Single Ticket transfer processed via e Venue	Waived	Waived	
Electronic Returns			
Per Single Ticket returns processed via e Venue	\$0 50	\$0 50	
e.Check Transactions			
Per Check electronically processed	\$4 00	\$4 00	
Electronic Ticket / Item Delivery from e.Venue and Back Office System (5)			
Per Order utilizing Print at Home	\$1 50	\$1 50	
Per Order utilizing Patron ID Card Device	\$1 50	\$1 50	
e.Venue Guaranteed Minimum Annual Fee (6)	\$24,000	\$24,000	
Integrated Ticket Market Place			
Per Total Cost to Buyer (7)	15 0%	15 0%	
Per Price of Membership Sold (8)	25 0%	25 0%	
Minimum Fee Per Membership	\$6 00	\$6 00	
Guaranteed Minimum Annual Fees (6)	Waived	Waived	
3rd party sales (9)			
Per Single, Combo / Value Item transacted through Paciolan	\$1 00	\$1 00	
<p>1 Per Ticket or Value Item Fee is based on the purchase price of each Ticket or Value Item transacted through e Venue or Group Ticket Window including non-ticket items such as merchandise. Zero priced items sold will be charged the minimum fee for the item type. Value item includes gift certificate or miscellaneous item.</p> <p>2 Single Ticket or Value Misc Item fees apply to each item within an Item Package, up to the Maximum Fee Per an Item Package.</p> <p>3 Per Combo/Multiple Event Items Fee is based on the purchase price of each Combo Multiple Event Item (including New Season or Subscription Tickets / Multiple Event Items, Mini Plans, and Designer Series) transacted through e Venue. Fees will be applied per Combo Item not per the number of events each combo item represents. Additional Tickets or Value Items sold in conjunction with a Combo Item will be charged at the applicable single Ticket or Value Item rate.</p> <p>4 Additional Tickets or Value Items (i.e., items not being renewed) sold on application will be charged at the applicable single Ticket or Value Item rate.</p> <p>5 Fees apply to orders assigning items to an electronic delivery method.</p> <p>6 Back Office systems include iRes and WBST.</p> <p>7 Minimum Annual Fee period will begin on July 1st and end on June 30th of each year, prorated from date site is implemented.</p> <p>8 Fee applies to total purchase price charged to buyer including ticket price and related fees paid by buyer.</p> <p>9 Applies to membership fees charged to patrons for right to purchase items on Ticket Marketplace or Suite Marketplace.</p> <p>9 Applies to 3rd party inventory sold through Paciolan client, or client's inventory sold through a 3rd party.</p>			

FEES AND PAYMENT TERMS

FEES	
ANNUAL HOSTING SERVICES SUBSCRIPTION	\$93,000
ANNUAL ACCESS SUBSCRIPTION	\$20,000
ANNUAL P2P SERVICE, MAINTENANCE & ENCRYPTION	\$21,604
ANNUAL MARKETING AUTOMATION SUBSCRIPTION**	\$55,000
PAYMENT TERMS	
DUE ON Live Date**	<u>TBD **</u>
DUE on July 1, 2018 July 1, 2018 - June 30, 2019	<u>\$189,604</u>
DUE on July 1, 2019 July 1, 2019 - June 30, 2020	<u>\$189,604</u>
DUE on July 1, 2020 July 1, 2020 - June 30, 2021	<u>\$189,604</u>
DUE on July 1, 2021 July 1, 2021 - June 30, 2022	<u>\$189,604</u>
DUE on July 1, 2022 July 1, 2022 - June 30, 2023	<u>\$189,604</u>
DUE on July 1, 2023 July 1, 2023 - June 30, 2024	<u>\$189,604</u>

**The applicable annual fee is subject to a pro-rata reduction for services provided for a portion of the applicable period due to commencement of the applicable subscription service (i.e. live date) in the middle of the period for the first period.

EXHIBIT E: CRM STATEMENT OF WORK

This Statement of Work ("SOW") is subject to the Agreement and shall constitute an Investment addendum under the Agreement.

1. Project Overview

Paciolan offers implementation and ongoing consulting Professional Services for Customers of Salesforce.com ("SFDC"), an on-demand customer relationship management ("CRM") application. Customer shall be responsible for purchasing the SFDC products, licenses and subscription services pursuant to a separate agreement between SFDC and Customer.

2. Scope

The scope of the Professional Services to be completed for Customer is set forth in this SOW. Paciolan's duties consist of: (i) installation of CUSTOMER's SFDC instance and (ii) administration and strategic consulting and support of the CUSTOMER's SFDC CRM application as set forth in Section 3.

3. Scoping, Timeline for Work and Service Level

- a. This SOW is based upon a standalone instance of SFDC and the number of consulting hours required for Paciolan to provide the Professional Services.
- b. Professional Services consist of:
 - a. User set-up, security and profiles
 - b. Campaign, report and dashboard building
 - c. Data; Loading
- c. Service Level. Paciolan will use commercially reasonable efforts to provide a response to email or phone requests within 2 business days. Depending on the nature of the request, and whether or not the data that is needed is comprehensive, accurate and present, Paciolan cannot make commitments to the completion service level. Paciolan will provide an estimated time to complete after assessing all requests and will communicate that to the CUSTOMER. Paciolan assumes that end-users from CUSTOMER will be readily available to provide answers needed to complete SFDC CRM admin ongoing tasks / reports / campaigns / dashboards, etc.

4. Points of Contact

Paciolan	Kyle Murphy	5171 California Ave. Suite 200 Irvine, CA 92617	(484) 875-7315
Customer			

5. Assumptions

Paciolan's performance of the Professional Services shall be contingent upon Customer's performance of the obligations below:

- a. CUSTOMER shall provide to Paciolan a SFDC administrative user name and password for use in the delivery of Professional Services identified in this SOW. Customer represents that Customer will have all rights, consents, authorizations and licenses to grant Paciolan such access.
- b. The Professional Services shall begin upon CUSTOMER's execution of the SOW.
- c. Technology Infrastructure – CUSTOMER is responsible for any needed work or activity related to acquiring and installing appropriate software and hardware to support the Professional Services.
- d. Software – CUSTOMER represents that it has all appropriate software licenses required for the systems in place for the Professional Services including the appropriate SFDC CRM license edition to accomplish the Professional Services (including data storage). Paciolan will use its own third party administrative tools, which will remain in Paciolan's possession.
- e. Standard Desktop Build – CUSTOMER represents that its desktop includes necessary software and versions as required by SFDC desktop components and plug-ins (ex. SFDC for Outlook plug-in). Additionally, all users have necessary desktop permissions required by SFDC desktop components and plug-ins if applicable.
- f. Desktop Deployment – Any software deployment will be the responsibility of CUSTOMER. Additionally, CUSTOMER's preferred mechanism for software deployment must be supported by SFDC.
- g. Customer Resources (Empowerment) – CUSTOMER will identify appropriate internal resources that will be available to work with Paciolan to conduct the Professional Services.

6. Fees

The fees in this SOW were developed using information gathered from documents and/or information provided by CUSTOMER. The Professional Services described in this SOW are based on such documents and information. Any Professional Services required outside of the Professional Services described herein shall be set forth in a separate Statement of Work. The fees in this SOW are based on a standalone instance of SFDC.

The fee for the installation and for administration Professional Services for the Initial Term will be included in Annual Hosting Services Subscription. CUSTOMER will receive one (1) in-person visit for initial implementation and training. CUSTOMER shall reimburse Paciolan for Travel expenses (airfare, meals, lodging, etc.), incurred in connection with the in-person visit. Paciolan will solicit Customer's prior written approval (which shall include email) prior to incurring any such expenses.

SFDC licenses and third party products are not included the above fee.

7. Payment Terms

Paciolan will invoice CUSTOMER pursuant to the Fees and Payment Terms in Exhibit E. The SOW fee for Professional Services outlined above are exclusive of travel and expenses ("T&E").